

## **SOUTHERN ENCLAVE HOMEOWNERS ASSOCIATION**

### **PARKING POLICY**

This Parking Policy is hereby adopted by the Board of Directors (“Board”) of Southern Enclave Homeowners Association (“Association”), by a majority vote of the Directors at a duly called and noticed meeting of the Board held on the day of September 22<sup>nd</sup>, 2022.

**WHEREAS**, the Association is governed by the Declaration of Covenants, Conditions and Restrictions for Southern Enclave Homeowners Association, recorded with the Office of the Maricopa County Recorder at Instrument No. 2017-0528297 (“Declaration”) and the Association Rules.

**WHEREAS**, Sections 4.12, 4.14 & 11.1(a)(8) of the Declaration address and govern the parking of Motor Vehicles, trailers and similar equipment in the community.

**WHEREAS**, in accordance with Section 4.12(g) of the Declaration, the Board recognizes the need for a Parking Policy to address and ensure compliance with the parking restrictions in the Declaration and to establish a set of related rules and guidelines.

**WHEREAS**, the terms used herein shall have the same meaning as the terms used in the Declaration and other documents of the Association and in the event of a conflict between this Policy and the Declaration, the Declaration shall control.

**THEREFORE, BE IT RESOLVED** that the Board hereby adopts the following Parking Policy (“Policy”) that shall apply to any Motor Vehicle, trailer, or similar equipment that enters the community and parks in violation of the Declaration or this Policy. This Policy shall be enforced in addition to any existing restrictions in the Declaration or other governing documents of the Association

#### **Motor Vehicles**

1. A “Motor Vehicle” is defined as a car, van, truck, motorcycle, sport utility vehicle, recreational vehicle, motor home, all-terrain vehicle, utility vehicle, or other motor vehicle.
2. Unless otherwise stated in this Policy, **no Motor Vehicle may be parked on a street** and is required to be parked in the Owner’s garage or on the driveway if at least two (2) Motor Vehicles are already parked in the Owner’s garage.
3. No Motor Vehicle is permitted to be parked or stored on Common Areas.
4. A Motor Vehicle is prohibited from being stored on a Lot unless in the garage. For purposes of this Policy, a vehicle will be considered “stored” if it is covered by a car

cover, tarp or other material, or if the vehicle has not moved from its location for seven (7) consecutive days.

5. Recreational vehicles, motor homes, and similar type vehicles may only be parked on an Owner's driveway for the sole purpose of loading and unloading and for a period of time not to exceed five (5) consecutive hours and must otherwise be parked so as not to be Visible From Neighboring Property. Requests for additional time may be made in writing to the management company for approval by the Board.
6. No Motor Vehicle may be parked so as to block a sidewalk or interfere with the use of a sidewalk by an Owner, tenant, Resident or guest.
7. This Policy shall not apply to a Motor Vehicle governed by A.R.S. § 33-1809.

### **Trailers and Similar Equipment**

1. No travel trailer, mobile home, tent trailer, camper shell, boat trailer or other similar trailer or equipment may be parked, kept or stored in the community unless enclosed in a garage or in a location so that it is not Visible From Neighboring Property.

### **Commercial Vehicles**

1. Unless otherwise stated in this Policy or in Arizona law (A.R.S. § 33-1809), Commercial Vehicles are not permitted to be parked in the community at any time.
2. Commercial Vehicles are defined as any Motor Vehicle issued for carrying merchandise, supplies or equipment for commercial purposes.
3. Commercial Vehicles belonging to a vendor, contractor, subcontractor or supplier hired by an Owner or the Owner's tenant or Resident may be temporarily parked on the Owner's Lot or on the street directly in front of the Owner's Lot during the hours of 7:00am and 5:00pm.

### **Vehicle Repairs & Inoperable Vehicles**

1. With the exception of emergency repairs, no Motor Vehicle is permitted to be constructed, reconstructed or repaired on any driveway or street in the community and may only be done in a manner that is not Visible From Neighboring Property.
2. For purposes of this section, emergency repairs shall only be permitted if the Motor Vehicle is unable to be driven to a separate location outside of the community to be repaired.

3. Inoperable Motor Vehicles are not permitted to be parked in the community unless they are parked in such a manner so as not to be Visible From Neighboring Property. A Motor Vehicle shall be deemed inoperable if it has expired tags or is unlicensed.

### **Guest Parking**

1. The guest of an Owner, tenant or Resident is permitted to park his or her Motor Vehicle on the Owner's driveway or on the street directly in front of the Owner's Lot, but is prohibited from parking the Motor Vehicle on the street between the hours of midnight and 6:00am. Guest vehicles parked on the street must have a guest parking pass displayed in the windshield. Guest passes must be obtained by request to the Association's management company. In order to receive a guest parking pass, the Owner must first provide the Association with a description and the license plate of each vehicle owned by the Owner or the tenant residing at the property.

### **Towing**

1. Any Motor Vehicle parked in violation of the Declaration or this Policy, with the exception of those Motor Vehicles improperly parked anywhere on an Owner's Lot, may be towed at the sole cost and expense of the vehicle's owner.
2. Any Motor Vehicle parked on a street between the hours of midnight and 6:00am is subject to immediate towing without any further notice. In the event a Motor Vehicle is parked on the street in violation of any other provision of this Policy, a parking violation notice shall be placed on the Vehicle providing the owner of the Motor Vehicle twenty-four (24) hours to park the Motor Vehicle in a permitted location or acquire a guest parking pass. If the parking violation is not timely corrected, or in the event the same Motor Vehicle is observed parking on the street in violation of this Policy within one (1) month of the first notice, the Association may have the Motor Vehicle towed.
3. All Owners are responsible for ensuring that their guests, tenants, and Residents comply with this Policy.

### **Fines**

1. Notwithstanding the Association's Enforcement Policy, the Association may send parking violation notices for any violation of this Policy in accordance with the terms stated herein. The Association may assess fines in accordance with the schedule of fines set forth in the Enforcement Policy. The Association reserves the right to exercise any other legal remedy afforded it to address a violation of this Policy.
2. In the event an Owner or the Owner's guest, tenant or Resident is deemed in violation of this Policy, the Association may provide the Owner with Notice of said violation as follows:

- a. Courtesy Notice. A courtesy parking violation notice shall be mailed to the Owner demanding compliance with this Policy within forty-eight (48) hours of receipt of the notice.
- b. Fine Notice. If the violation is not timely corrected or if another violation of this Policy occurs again any time within three (3) months of the courtesy notice, a parking violation fine notice shall be mailed to the Owner demanding compliance within forty-eight (48) hours and informing the Owner that a fine has been imposed.
- c. Subsequent Notices. If the violation is not timely corrected or if another violation of this Policy occurs again any time within three (3) months of the fine notice, subsequent parking violation notices shall be mailed to the Owner demanding compliance within forty-eight (48) hours and informing the Owner that an additional fine has been imposed.

**Appealing a Parking Violation Notice**

1. An Owner who receives a parking violation notice may appeal said notice and any fine imposed within twenty-one (21) days of receipt of the notice. The Owner shall be required to send their appeal to the Association’s management company in writing and provide the Association with a detailed explanation with supporting documentation explaining why they were not in violation of the Policy and should not have received the parking violation notice.
2. The Board will review all appeals and any decision that is made will be provided to the Owner in writing. If a Board decision is not received within thirty (30) days of the Association’s receipt of an Owner’s appeal, the appeal shall be deemed denied.

This Resolution was passed on September 22nd, 2022, by the Board of Directors for the Southern Enclave Homeowners Association.

**SOUTHERN ENCLAVE HOMEOWNERS ASSOCIATION**

By:     Tina Pitts    

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